

COPY

## NAMING RIGHTS AND TRADEMARK LICENSE AGREEMENT

This Naming Rights and Trademark License Agreement ("Agreement") is dated as of October 30, 2006, by and among COMERICA BANK INC. ("COMERICA"), a Michigan Corporation and San Jose Arena Management LLC, ("SJAM") a California limited liability company. Terms used in this Agreement with initial capital letters have the meaning set forth or referenced in Article XI.

### Recitals

WHEREAS, The City of San Jose ("City") owns an Events facility at 525 W. Santa Clara Street, San Jose, California known as HP Pavilion (the "HPP") and SJAM operates HPP pursuant to a Management Agreement as amended between the City and SJAM, executed as of December 2000 ("Management Agreement").

WHEREAS, Within HPP there is a VIP Club located on the Club level of HPP ("The Club").

WHEREAS, Comerica and SJAM entered into Letter of Intent dated March 17, 2006, setting forth understandings of parties with regard to the Naming Rights opportunity.

WHEREAS, The parties desire, subject to the terms and conditions of this Agreement and City approval, that The Club be renamed the "COMERICA BANK CLUB."

[REDACTED]

### Agreement

Now, therefore, COMERICA and SJAM (the "parties"), in consideration of the mutual covenants of this Agreement agree:

#### Article I. Naming Rights and Signs

Section 1.1 **Club Name.** From and after the Effective Date, during the Term, and subject to the other provisions of this Agreement, the Club

currently known as the "The Club" will be called the "the Comerica Bank Club". SJAM and COMERICA acknowledge that naming of the Club requires the approval of City. City's approval under this Agreement is needed to change the name of the Club from the "The Club" to the "The Comerica Bank Club" as above stated and to approve the locations of signage and advertising within the Club.

Section 1.2 Commencing on Effective Date, SJAM shall use reasonable efforts to require each person, that contracts for the use of the Club for any purpose to refer to and identify the Club as the Comerica Bank Club in all promotional and advertising materials.

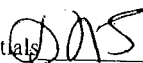
Section 1.3 **Club Signage.** Exhibit 1.3 sets forth the size, appearance, content and the schedule for construction and installation of signs that SJAM will place on the exterior of HPP ("Comerica Signs"). The construction and installation of these signs will be at no expense to COMERICA. Pursuant to the schedule in Exhibit 1.3, will cause the Comerica Signs to be installed in and on HPP. SJAM is responsible for the maintenance and repair of the signs installed under this Section 1.3.

## Article II. Trademark License

### Section 2.1 **COMERICA License to SJAM.**

Section 2.1.1 To the extent Club Signs involves COMERICA'S trademark/service mark, then COMERICA hereby grants to SJAM a limited term, non-exclusive, non-transferable, world-wide, royalty free license (with right to sublicense) to use the Club Mark, as set forth on Exhibit 2.1.1, to (i) carry out SJAM's obligations under Article I, (ii) promote or advertise the Club, the use of the Club, or events that are scheduled to occur at the Club, (iii) make, have made, use, sell, or have sold merchandise, publications, memorabilia and collectibles. Neither SJAM nor any vendor of merchandise, publications, memorabilia or collectibles using the Club Mark has any obligation to make any payment to COMERICA in connection with the sale of such goods. At SJAM's request, Comerica will provide SJAM with a written license agreement that fully reflects this Agreement or letters of authorization to vendors to use the Club Mark.

Section 2.1.2 COMERICA will not use or license to others the right to use the Club Mark or any derivation thereof in the Continental United States except in



association with the Club. This section shall not prevent COMERICA from entering into any agreement to name any facility elsewhere in any manner other than the use of the name the "COMERICA Bank Club."

Section 2.1.3 COMERICA will take no action (i) inconsistent with the rights to use the Club Mark granted to SJAM under this Agreement; (ii) to interfere with, circumvent or diminish SJAM's rights in the Club Mark. COMERICA will not use the Club Mark in any way that is misleading, unlawful, or in violation of the rights of any other person; including, without limitation, any use of the Club Mark or any SJAM Licensed Marks, to suggest approval or endorsement of any product or service by SJAM or by the City without the express prior written consent of SJAM or the City (as appropriate).

Section 2.1.4 SJAM will not use the Club Mark in any way that is misleading, unlawful, or in violation of the rights of any other person, including, without limitation, any use of the Club Mark or any COMERICA Licensed Marks, to suggest approval or endorsement of any product or service by COMERICA without the express written consent of COMERICA.

Section 2.1.5 Comerica at its sole expense will determine whether to file the Club mark for registration, as provided in Section 2.3 below, and if so, to file and pursue such registrations. Comerica will regularly notify SJAM of the status and/or results of such efforts.

**Section 2.2 Ownership of Licensed Marks.** Except as specifically provided in this Agreement, SJAM and the City do not obtain any rights in the Club Mark or any other trademark of COMERICA. Except as provided in Section 2.3, COMERICA has no rights by virtue of this Agreement to any trademarks, trade names or other intellectual property of SJAM, or of the City, or of any team, organization, performer, or event using or performing at the Club. It is expressly understood that each party retains all ownership rights, title and interest to their respective trademarks, and any use by another party inures to the benefit of the party who owns the trademark.

Section 2.3 **Protection of Licensed Marks.**

Section 2.4.1 Comerica will, at its expense (i) promptly file and prosecute to completion registration(s) and any other appropriate form of protection for the Club Mark in the United States, (ii) enforce its ownership of the Club Mark, and (iii) defend the Club Mark against infringement.

Section 2.5 **Injunctive Relief.** The parties agree that use by any of them of the marks licensed under this Article 2 in violation of this agreement may cause irreparable harm, and in the event of such improper use, the licensor of the mark is entitled to seek injunctive relief (including appeals) without the necessity of posting a bond or other security.

Article III. **Payments for Naming Rights.**

Section 3.1 **Annual Payments by COMERICA.**

Section 3.1.1 On October 1 of each Applicable year, (the dates as set forth in Exhibit 3.1.1), COMERICA will pay SJAM in cash or by wire transfer of immediately available funds to an account designated by SJAM, funds for the rights granted under Articles 1 and 2 of this Agreement as set forth in Exhibit 3.1.1.

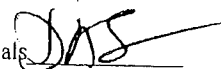
Section 3.1.2 SJAM will pay the city the agreed upon sum of money for its share of such Naming Rights.

Article IV. **Term and Termination.**

Section 4.1 **Term.** This Agreement will commence on the Effective Date and will continue until August 31, 2011, unless extended under Section 5.2, or earlier terminated under Section 3.1.2 or 5.3 (the "Term").

Section 4.2 **COMERICA Right to Extend.** If COMERICA is not in default under this Agreement, then, at any time before September 1, 2009, ("Extension Deadline") COMERICA has the right, at its sole election, to extend the Term of this Naming Rights Agreement [REDACTED] through August 31, 2013.

COMERICA must exercise its right to extend the Term under this Section 4.2 by written notice prior to the Extension Deadline. Any such notice will be irrevocable, and will result in an extension of the Term on the terms and conditions stated in this Agreement without modification.



Parties agree to cooperate in good faith to document said extension. If Comerica elects not to extend this Agreement, the agreement will terminate on the expiration of the initial term of the Agreement on August 31, 2010.

Section 4.3 COMERICA's right to Terminate.

Section 4.3.1 COMERICA is entitled to terminate this Agreement if:

Section 4.3.1.1 There has been a Breach by SJAM, COMERICA has given SJAM written notice of the Breach, and thirty (30) days have passed since the written notice was given and SJAM has not cured, or commenced reasonable efforts to cure the Breach.

Section 4.3.1.2 If Comerica terminates this Agreement prior to end of the term, Comerica will be responsible for all costs, up to one hundred thousand dollars (\$100,000) to change the signs.

Section 4.3.2 Breach by SJAM means: (1) SJAM's failure to perform any of its material obligations under this Agreement; (2) the City's termination of the Management Agreement because of a breach by SJAM; (3) SJAM's cessation of its conduct of its business, or an attachment, execution or other judicial seizure or sale of any substantial portion of SJAM's assets, which is not discharged or revoked within 10 days; (4) SJAM's failure to pay its debts as they come due, or filing, or the filing against it of a petition or other request for relief under federal or state bankruptcy or insolvency laws, which is not discharged within sixty (60) days, or SJAM's application for or consent to the appointment of a receiver for all or a substantial part of its assets; (5) any representation of SJAM in this Agreement proving to have been knowingly and materially false when made; (6) SJAM's misuse of COMERICA's Licensed Marks.

Section 4.3.3 If an event of casualty occurs which renders the Club unusable or makes it unavailable for events for which the Club is intended requiring cancellation or rescheduling of planned sports and entertainment events for longer than four (4) consecutive days, and COMERICA

does not receive an Reconstruction Notice in the time period set forth in Section 10.12 COMERICA may terminate this Agreement.

**Section 4.4 SJAM's Right to Terminate.**

Section 4.4.1 SJAM is entitled to terminate this Agreement if there has been a Breach by COMERICA, SJAM has given COMERICA written notice of the Breach, and if the Breach is a failure to make a payment due under Section 3.1, (twenty) 20 days have passed since the written notice was given, or, if the Breach was other than a failure to make a payment due under Section 3.1 and Article 5, thirty (30) days have passed since the written notice was given and COMERICA has not cured, or commenced reasonable efforts to cure the Breach.

Section 4.4.2 Breach by COMERICA means: (1) COMERICA's failure to perform any of its material obligations under this Agreement; (2) Sharks termination of the Sponsorship Agreement because of a breach by COMERICA under that Agreement; (3) COMERICA's cessation of the conduct of its business, or an attachment, execution or other judicial seizure or sale of any substantial portion of COMERICA's assets, which is not discharged or revoked within ten (10) days; (4) COMERICA's failure to pay its debts as they come due, or filing, or having filed against it a petition or other request for relief under federal or state bankruptcy or insolvency laws which is not discharged within sixty (60) days, or COMERICA's application for or consent to the appointment of a receiver for all or a substantial part of its assets; (5) any representation of COMERICA in this Agreement proving to have been knowingly and materially false when made; (6) COMERICA'S assignment of this Agreement in violation of Section 12.1.

**Section 4.5 Remedies.**

Section 4.5.1 In addition to all other rights or remedies available to the parties at law or in equity, in the event of a Breach by COMERICA, and in addition to all other rights and remedies SJAM may possess, COMERICA will pay the SJAM all amounts that would be due under Article VI in connection with a change of the Club Mark, and an amount equal to the Naming Rights payments that would

have been due under Section 3.1 for the then remaining term, initial or extended as appropriate of this Agreement ~~that would have~~ been due under Section 8.1.6 for the remaining term, initial or extended as appropriate, for this Agreement..

Section 4.5.2 Notwithstanding any other provision in this Agreement, no party is liable to any other party under this Agreement for consequential, indirect, punitive or special damages including without limitation loss of profits, except as provided in Section 5.5.1. provided that this limitation is not to apply to prevent either party from recovering any amount to be paid by the other party under this Agreement for breach of this Agreement.

Section 4.5.3 In addition to special remedy set forth in section 4.5.1 above, in the event of a breach of this Agreement, the non-breaching party shall be entitled to exercise all rights and remedies provided at law or in equity subject to the express limitations contained herein with respect to the breach of this Agreement.

Article VI. Change of Club Mark.

Section 6.1 COMERICA, with prior written consent of SJAM and the City which may not be unreasonably withheld, and subject to any exclusivity granted to other sponsors of SJAM, and subject to Comerica's compliance with Section 10.1.2, may change the Club Mark so long as COMERICA pays all costs and expenses (payable to third parties or otherwise) associated with changing signs, and other materials that reflect the Club Mark, removing and destroying old signs and other materials, etc.

Article VII. Indemnification

Section 7.1 **Indemnification by COMERICA.** COMERICA will indemnify and hold harmless the City and SJAM from or against any loss, cost, damage or expense (including, without limitation, attorneys fees and expenses) associated with any claim or allegation by a third person (a "Claim") resulting or arising from use of the Club Marks as permitted by this Agreement, or any action by COMERICA (including, without limitation, claims alleging infringement of intellectual property rights, defamation, unfair competition, unfair trade practice, tort, contract, or strict liability) solely attributable to COMERICA but only to the extent attributable to COMERICA's action or inaction or breach its Representations and Warranties in the Agreement. SJAM will give COMERICA prompt written notice of any Claim, and, to the extent known, of the facts and circumstances giving rise to the Claim.

COMERICA is entitled to defend any Claim at its expense, through counsel of its choice, but COMERICA and its counsel will keep the other parties informed in reasonable detail concerning investigation, defense and settlement of the Claim. COMERICA has no authority to impose any obligation (for the payment of money or otherwise) on the City or SJAM without the written consent of the affected party.

**Section 7.2 Indemnification by SJAM.** SJAM will indemnify and hold harmless COMERICA from and against any loss, cost damage or expense (including, without limitation, attorneys fees and expenses) associated with any claim or allegation by a third person (a "Claim") resulting or arising from use of the SJAM Licensed Marks as permitted by this Agreement, or any action by SJAM (including, without limitation, claims alleging infringement of intellectual property rights, defamation, unfair competition, unfair trade practice, tort, contract, or strict liability) solely attributable to SJAM but only to the extent attributable to SJAM's action or inaction or breach its Representations and Warranties in the Agreement. COMERICA will give SJAM prompt written notice of any Claim, and, to the extent known, of the facts and circumstances giving rise to the Claim. SJAM is entitled to defend any Claim at its expense, through counsel of its choice, but SJAM and its counsel will keep COMERICA informed in reasonable detail concerning investigation, defense and settlement of the Claim. SJAM has no authority to impose any obligation (for the payment of money or otherwise) on COMERICA without its written consent.

**Section 7.3 Survival.** The provisions of this Article VII will survive any termination of this Agreement.

## **Article VIII. Representations and Warranties**

**Section 8.1 Representations and Warranties of COMERICA.** COMERICA hereby represents and warrants for the benefit of SJAM as follows:

**Section 8.1.1** COMERICA, a Michigan Corporation, is duly incorporated and in good standing under the laws of the State of Michigan, is qualified to transact business in the State of California, and has the power and authority to perform its obligations under this Agreement.

**Section 8.1.2** This Agreement has been duly authorized, executed and delivered by COMERICA and is a valid, binding and enforceable obligation of COMERICA. The individual executing this Agreement on behalf of COMERICA represents and warrants to SJAM that he or



she is duly authorized to do so. SJAM shall be entitled to rely on the representations of each individual executing this Agreement on behalf of COMERICA that such person is duly authorized to do so, without any duty of investigation, and the signature of such person or persons shall be binding on the COMERICA.

Section 8.1.3 Neither the execution, delivery nor performance of this Agreement is, or with notice or lapse of time or both, a breach of or default under any contract or agreement to which COMERICA is a party.

Section 8.1.4 COMERICA has the right to license the Comerica Marks and Club Marks that form part of this Agreement.

**Section 8.2 Representations and Warranties of SJAM.** SJAM hereby represents and warrants for the benefit of COMERICA as follows:

Section 8.2.1 SJAM is a Delaware limited liability Company, is duly formed and existing under the laws of the State of Delaware, is qualified to transact business in the State of California, and has the power and authority to perform the terms, covenants and provisions contemplated by and in accordance with this Naming Rights Agreement Agreement.

Section 8.2.2 This Agreement has been duly authorized, executed and delivered by SJAM and is a valid, binding and enforceable obligation of SJAM.

Section 8.2.3 Neither the execution, delivery nor performance of this Agreement is, or with notice or lapse of time or both, a breach of or default under any contract or agreement to which SJAM is a party.

Section 8.2.4 SJAM has the right to license the trade names, trademarks, service marks, and logos that form part of this Agreement solely as it relates to the performance of its obligations and exercise of its rights under this Agreement.

Article IX. Definitions.

~~Section 9.1~~ ~~Section 9.1~~

*DAS*

Section 9.2 "Club" -- see recitals.

Section 9.3 "Club Signs" shall mean "COMERICA Bank Club" in block letter, stylized letter or combination thereof, with or without a logo, and the logo alone or in combination therewith, each as shown in Exhibit 2.1.1.

Section 9.4 "City" -- see recitals.

Section 9.5 "Claim" -- see section 7.1.

Section 9.6 "COMERICA" -- see preamble.

Section 9.7 "Extension Deadline Date" -- see section 4.2.

Section 9.8 "Effective Date" shall mean the date when this Agreement receives final approval by the City and is executed by all parties required thereunder. This Agreement is in full force and effect and is binding on the parties as of the Effective Date.

Section 9.9 "Force Majeure" -- see section 10.12.

Section 9.10 OMITTED

Section 9.11 "Parties" -- see Agreement section.

Section 9.12 "Reconstruction Notice" -- see section 10.12.

Section 9.13 "SJAM" -- see preamble.

Section 9.14 OMITTED

Section 9.15 "SJAM Licensed Marks" -- see section 2.2.

Section 9.16 "Term" -- see section 4.1.

#### Article X. General

#### Section 10.1 Assignment.

##### Section 10.1.1 Binding Effect and Assignability.

Section 10.1.1.1 This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns. Except as permitted by Section 10.1.1.2, no party



may make an assignment (voluntary or by operation of law) of this Agreement without the consent of the others.

Section 10.1.1.2 SJAM's Rights.

COMERICA agrees that SJAM: (i) may assign its rights and obligations to a subsequent purchaser of the NHL San Jose Sharks franchise; and (ii) may assign its rights under this Agreement as collateral security for any financing arrangements. COMERICA will cooperate from time to time at SJAM's expense, by executing documents or otherwise, to permit SJAM to grant to any lender an effective collateral assignment of SJAM's rights in and to this Agreement.

Section 10.1.2 In the event this Agreement is assigned as set forth in Section 10.1.1, by COMERICA to a third party, or by operation of law, and in any event only with the prior written consent of SJAM and City, if the Club Signs are proposed to be changed, then COMERICA or its assignee shall pay, at its sole cost and expense, prior to such Club Mark being changed, all costs and expenses associated with:

Section 10.1.2.1 All merchandise, products, equipment, and materials used by SJAM and Sharks at "COMERICA Bank Club", altering any and all SJAM and City materials and information concerning the "COMERICA Bank Club", including, without limitation, pamphlets, documents, "COMERICA" maps and brochures, existing as of the effective date of the Assignment, to bear the name of the assignee.

Section 10.1.2.2 Altering any signage in, within, on, or at the "COMERICA Bank Club", and all informational and directional signs located in the public right of way, streets and highways, to bear the new name of the "COMERICA Bank Club" assignee.



Section 10.2 **Captions.** The captions in this Agreement are for convenience only and are not to affect the interpretation of this Agreement.

Section 10.3 **Entire Agreement.** This Agreement and the Exhibit(s) hereto are the entire agreement of the parties with regard to the matters referred to herein, and supersede all prior oral and written presentations and agreements, including without limitation the letter of intent between COMERICA and SJAM dated March 17, 2006 (except for the Sponsorship Agreement). To the extent that any term of this Agreement should conflict with the Sponsorship Agreement, this Agreement shall supercede that conflicting term of the Sponsorship Agreement.

Section 10.4 **Waiver/Amendment.** The waiver by a party to this Agreement of any term, covenant, agreement or condition herein contained is not a waiver of any subsequent breach of the same or any other term covenant, agreement or condition herein contained. No waiver, amendment or modification of this Agreement is effective unless in writing and executed by the parties hereto.

Section 10.5 **Forum and Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. In the event of a dispute arising under this Agreement, suit may be brought by either party hereunder, the parties agree that trial of such action shall be exclusively vested in a State court in the County of Santa Clara, California, or where appropriate, in the United States District Court for the Northern District of California, San Jose, California.

Section 10.6 **Notices.** All notices permitted or required hereunder shall be given to a party at its address set forth below opposite its signature, hand delivered or deposited in the U.S. Mail, postpaid by registered or certified mail, and return notice requested, and shall be deemed effective upon such delivery or three (3) days following such mailing. A party can change its address for notices by giving notice to all the other parties.

Section 10.7 **Attorneys' Fees.** Should litigation, arbitration or any other legal proceeding be commenced between the parties to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable sums as attorneys' fees and costs in such proceeding, including but not limited to expert witness fees, the attorneys' fees and costs of any appeal, and collection costs as determined by the court, arbitrator, hearing officer or other applicable tribunal.

Section 10.8 **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention

of the parties hereto that the remainder of this Agreement will not be affected, and the parties intend that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**Section 10.9 Independent Counsel.** SJAM and COMERICA hereto acknowledges it has had an opportunity to be represented by independent counsel of its own choice prior to executing this Agreement, that the Agreement has been reviewed by its independent counsel or that such review has been waived. The terms of this Agreement shall be given a neutral interpretation and shall not be construed against one party more than another.

**Section 10.10 Limitations.** This Agreement gives COMERICA no rights to any broadcast or to any revenue from any broadcast or other transmission of any event occurring at the Club, and SJAM is the sole holder of any such rights. This Agreement is subject to the terms of any licenses held by radio and television broadcasters of any event occurring at the Club, and the parties will comply with any reasonable requests of any such licensee in order to comply with its broadcast license.

**Section 10.11 National Hockey League Constitution and Rules.** This Agreement and the rights of any party under this Agreement are subject to the Constitution and Rules of the National Hockey League that has jurisdiction over any team that plays at the Club, and any rules, regulations, or policies imposed or adopted by such organization during the Term, excepting therefrom any payments hereunder to be paid to the parties. If any provision of this Agreement conflicts with any such rule, regulation or policy, the rule, regulation or policy will govern.

**Section 10.12 Force Majeure.**

**Section 10.12.1** No party is responsible nor can any party claim that a breach has occurred as a result of events or occurrences such as fire, flood, earthquake, other casualty, weather or act of God, strike or labor disturbance ("force majeure"). No such event will excuse performance by any party whose performance is not rendered impossible by the event of force majeure. If force majeure destroys the Club to an extent that all scheduled sporting or entertainment events must be canceled or rescheduled, and repair or reconstruction of the Club will require more than ninety (90) days, then if SJAM gives COMERICA written notice not more than ninety (90) days after the force majeure

event that the Club will be available (the "Reconstruction Notice"), COMERICA will have no right to terminate the Agreement, but COMERICA will not be required to make any payment due under Section 3.1 until events are again taking place at the Club.

**Section 10.13 Other Obligations.** City will execute and deliver a separate agreement to SJAM and Comerica wherein, the City represents and warrants to SJAM and COMERICA that: (i) the City owns HP Pavilion and in conjunction with SJAM the naming to be accomplished pursuant to this Agreement is in accord with all applicable laws, regulations and ordinances of the City; (ii) this Agreement and all documents delivered pursuant hereto have been duly authorized, executed and delivered by the parties, will be a legal, valid, binding and enforceable obligation of the City, do not violate any provision of any agreement or judicial order to which the City, is a party to, or which it is subject, and no consents or actions of any other parties, entities or governmental bodies or agencies is required to this Agreement or the actions of the City, SJAM and COMERICA to be carried out pursuant hereto; (iii) the only entity with which the City has agreements with for the use and occupancy of the "COMERICA Bank Club" is SJAM; (iv) the City agrees to the naming provisions of Section 1.1; (v) after the Effective Date, the City agrees to use all reasonable efforts to cause new promotional materials about the City, press releases and announcements made by the City, and any website maintained by the City or its agencies to refer to the Club as the COMERICA Bank Club; and (vi) the City does not obtain any rights in the Club Mark or any other trademark of COMERICA.



Section 10.14 **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

Section 10.15 **Exhibits.** The following are Exhibits to this Agreement:

- [REDACTED]
- 1.3 Club Signs
  - 1.4 Signage and Sponsorship Rights
  - 2.1.1 Club Marks
  - 2.2 SJAM Licensed Marks
  - 3.1.1 Fee Schedule

By: SAN JOSE ARENA MANAGEMENT  
LLC., a Delaware limited liability company

By: COMERICA, INC., a  
Michigan Corporation

Signed: [Signature]

Name: Malcolm Bordelon  
Title: VP Business Operations  
Date: 10-30-06

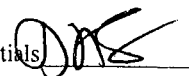
Signed: [Signature]

Name: DAVID Szafranski  
Title: V.P. MKTG  
Date: 10-30-06

[Signature]

### **EXHIBIT 1.3 CLUB SIGNS**

Club Signs with logo shall be constructed and installed over or near the Grill entrance to HP Pavilion subject to approval of the City of San Jose.

A handwritten signature in black ink, appearing to be 'DMS', written over a horizontal line.



## EXHIBIT 1.4 SIGNAGE RIGHTS

### COMERICA BANK CLUB SIGNAGE ELEMENTS

As the Naming Rights partner of the HPP, COMERICA will receive significant fixed inventory, including:

- COMERICA name incorporated into the name of the club, (ie: "The COMERICA BANK Club".)
- One (1) permanent signage location at the North Entrance to the Club
- Two (2) permanent signage locations at/near the South Entrance to the Club. One located above the entrance door and one at the reception desk.
- One (1) permanent signage location at the Restaurant Entrance to the Club.
- Signage on all Club doors leading into/out of Arena Bowl
- Name of Club inclusion in all promotional, advertising, & marketing efforts performed directly by the HPP and/or by any third-party partners.

Handwritten signature or initials, possibly "DTS", in black ink.

### **EXHIBIT 2.1.1 CLUB MARKS**

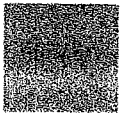
The following guideline will be applied when determining the application of the Logo unless specifically noted below:

The use of the Logo will be determined on a case by case basis taking into consideration the specific application, size, and medium with the understanding that a greater emphasis will be placed on the use of the Logo

#### **PRIMARY LOGO (w/icon)**

The logo will be specifically used for all related business correspondence e.g. business cards, letterhead, envelopes, notepads, brochures etc.

A handwritten signature or set of initials, possibly "DMS", written in black ink.



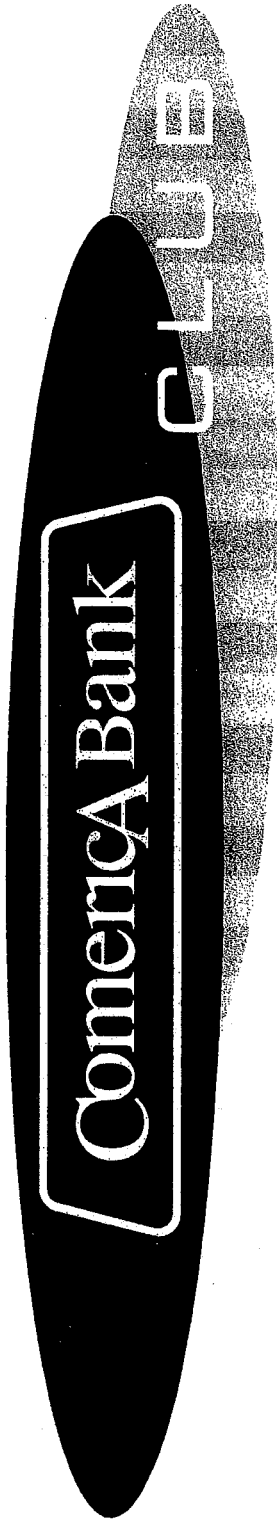
623 C



294 C



7493 C

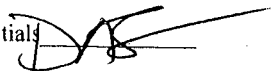


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7-27-06	OMM + commarts ©	1
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**EXHIBIT 2.2 SJAM LICENSED MARKS**

**INTENTIONALLY OMITTED**

A handwritten signature in black ink, appearing to be 'DS' with a long horizontal stroke extending to the right.

### EXHIBIT 3.1.1 NAMING RIGHTS FEE SCHEDULE

#### FEE SCHEDULE:

2006-2007: \$175,000

2007-2008: \$175,000

2008-2009: \$175,000

2009-2010: \$175,000

#### OPTION TO EXTEND:

2010-2011: \$175,000

2011-2012: \$175,000

2012-2013: \$175,000

DS

RESOLUTION NO. 73359

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH SAN JOSE ARENA MANAGEMENT LLC REGARDING NAMING REVENUE RECEIVED FROM COMERICA FOR THE HP PAVILION CLUB AREA**

**WHEREAS**, on December 19, 2000, the City of San José ("City") entered into an Amended and Restated Agreement ("Agreement") with San José Arena Management, LLC ("Arena Management"), under which Arena Management manages, operates and maintains the HP Pavilion ("Arena"); and

**WHEREAS**, Arena Management will be receiving revenue from Comerica for naming of the HP Pavilion Club Area; and

**WHEREAS**, the City and Arena Management desire to enter into an agreement to place a portion of the Comerica naming revenue in the approximate amount of \$175,000 per year in a dedicated account from which funds may be used for the purposes specified below; and

**WHEREAS**, the City desires to negotiate and execute an agreement with Arena Management for this purpose;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE THAT:**

The City Manager is hereby authorized to negotiate and execute an agreement with San Jose Arena Management LLC regarding naming revenue received from Comerica

for the HP Pavilion Club Arena, in an approximate amount of \$175,000 per year, which funds shall be placed in a dedicated account and expended only for the following purposes:


1. Analysis and planning for the enhancement of the Arena as per the "Applicable Standard" under the Agreement.
2. The identification of improvements necessary to accommodate a National Basketball Association (NBA) franchise.
3. The remainder of funds not expended under 1 and 2 above will be used to upgrade the Arena through the early establishment of the Enhancement Fund provided for in the Agreement.

ADOPTED this 22<sup>nd</sup> day of August, 2006, by the following vote:

AYES:	CAMPOS, CHAVEZ, CHIRCO, LeZOTTE, NGUYEN, PYLE, REED, WILLIAMS, YEAGER, GONZALES
NOES:	NONE
ABSENT:	CORTESE
DISQUALIFIED:	NONE

ATTEST:

  
LEE PRICE, MMC  
City Clerk

  
RON GONZALES  
Mayor